

1. AGREEMENT NO.

JSA055012

2. TASK ORDER NO.

3. TYPE OF AGREEMENT (*Check one*)☐ GRANT☒ COOPERATIVE AGREEMENT

ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER

Judy C. Ousley
Bureau of Land Management, Utah State Office
P.O. Box 45155
Salt Lake City, UT 84145-0155
801-539-4169
Judy_Ousley@blm.gov

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT

John (Jack) Gisler
President, Board of Directors
Grand Staircase-Escalante Partners
745 East Hwy 89
Kanab UT 84741
435-644-3905 or 435-689-0885

6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE

Carolyn Z. Shelton
Frontcountry Interpretive Supervisor
BLM - Grand Staircase-Escalante National Monument
190 E. Center St., Kanab, UT 84741
435-644-4680

7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER

(Same as block 5)

8. PROGRAM STATUTORY AUTHORITY FLPMA, P.L. 94-579

9. STARTING DATE Date of signature by AO (Block 17c.)

10. EFFECTIVE DATE Date of signature of AO (Block 17c.)

11. COMPLETION DATE December 30, 2008

12. TYPE OF RECIPIENT (*Check one*)☐ STATE☐ LOCAL GOVERNMENT☐ INDIAN TRIBAL GOVERNMENT☐ EDUCATIONAL INSTITUTION☐ INDIVIDUAL☐ FOR-PROFIT ORGANIZATION☒ NON-PROFIT ORGANIZATION☐ OTHER (SPECIFY)

13. FUNDING INFORMATION N/A

	Recipient	BLM
This obligation	\$ _____	\$ _____
Previous obligation	\$ _____	\$ _____
Total obligation	\$ _____	\$ _____
Share Ratio	_____ %	_____ %

14. ACCOUNTING AND APPROPRIATION DATA N/A

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES

Cooperating Association Agreement between Grand Staircase-Escalante Partners and the BLM - Grand Staircase-Escalante National Monument.

16a. NAME AND TITLE OF SIGNER (*Type or print*)

(John) Jack Gisler, President, Board of Directors
Grand Staircase-Escalante Partners

17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (*Type or print*)

Judy C. Ousley, BLM Assistance Officer

16b. RECIPIENT

(Authorized Signature)

16c. DATE SIGNED

17b. UNITED STATES OF AMERICA

BY

(Signature of Assistance Officer)

17c. DATE SIGNED

Cooperative Agreement JSA055012

**between the
United States Department of the Interior
Bureau of Land Management
Utah State Office
Grand Staircase-Escalante National Monument
and
Grand Staircase-Escalante Partners**

I. Statement of Joint Objectives

A. Purpose. This agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Utah State Office, Grand Staircase Escalante National Monument (hereafter referred to as Monument), and the Grand Staircase-Escalante Partners, a non-profit organization under Section 501 (c)(3) of the Internal Revenue Service Code, acting through the Chairman of its Board of Trustees or the Board's designee.

This is a Monument-wide cooperative agreement covering general conditions for all joint Monument and Grand Staircase-Escalante Partners operations in Utah.

B. Objective. This agreement provides for educational and interpretive services, the production of interpretive and educational materials, funding for interpretive, educational, and research purposes, and cooperating services and funding for research and development of materials of interpretive and educational value to enhance the public knowledge and appreciation of BLM's role in the research and management of public lands, including recreation and natural, cultural, and historic resources.

This partnership does not establish Grand Staircase-Escalante Partners as a cooperating association. This means, in part, that Grand Staircase-Escalante Partners are not limited to functions that are interpretive or educational in nature as would be the situation with a cooperating association. It also means that Grand Staircase-Escalante Partners will not be operating a BLM retail sales facility; however, they may develop products for the wholesale market.

C. Authority. The Federal Land Policy and Management Act of 1976 as amended (Public Law 94-579 as amended, Section 307 (b)).

D. Benefits. The public benefits by having useful, informative and educational materials to help them enjoy and become more knowledgeable and appreciative of the natural/recreational/cultural resources on public lands under BLM's administration. Grand Staircase-Escalante Partners benefits by helping further its goals to support the BLM by providing information and educational materials and services to the general public through wholesale distribution to cooperating associations, dealerships and others and providing funding for research in the collaboration of GSENM and private projects. BLM benefits by enhancing public awareness of its role and mission in administering public lands within the Monument. Proceeds from this endeavor will also enable Grand Staircase-Escalante Partners to carry out further interpretive, educational, and research projects for the Monument.

II. Definitions

A. Agreement: refers to this cooperative agreement.

B. Assistance Officer (AO): means the BLM's Assistance Officer. The AO is the only individual authorized to obligate funds, and award, modify or terminate the agreement. The AO is responsible for monitoring the agreement for compliance, enforcing the agreement provisions, issuing timely performance and payment approvals, and terminating the agreement.

C. Assistance Representative (AR): means the BLM's Assistance Representative. The AR will be designated for the purpose of administering the technical aspects of the agreement. The AR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of the work specified in this agreement. The AR is not authorized to issue changes or in any other way modify this agreement.

D. BLM: means the Bureau of Land Management. May also be referred to as the Bureau.

E. CFR: means Code of Federal Regulations.

F. Fiscal Year (FY): means the Federal fiscal year that extends from October 1 of one year through September 30 of the following year.

G. Not-to-Exceed (NTE) Amount: means the maximum Federal funding amount for a given period.

H. OMB: means Office of Management and Budget.

I. Grand Staircase-Escalante Partners: May also be referred to as recipient.

J. Project Inspector (PI): means the BLM's project inspector. At the time of award of this agreement and subsequent task orders, a BLM employee(s) will be appointed as the PI. If appointed, the PI will be responsible for providing on-site inspection of the work and for giving the Grand Staircase-Escalante Partners representative any special instructions, guidance, or training necessary to complete or perform the work. The PI is not authorized to issue changes or in any way modify the agreement.

K. Project Manager: means the Grand Staircase-Escalante Partners Project Manager. The duties of the project manager will be to facilitate the implementation of this agreement at all levels. Specific duties will be defined by the individual project.

L. Responsible Official: means the Grand Staircase-Escalante Partners Responsible Official. The responsible official is the individual who is authorized to act for Grand Staircase-Escalante Partners and commit Grand Staircase-Escalante Partners to compliance with the terms and conditions of this agreement.

III. Project Management Plan.

A. Grand Staircase-Escalante Partners agree to:

1. In general:

a. Seek and provide funding for interpretive, educational, and research projects in collaboration with BLM goals and programs.

b. Offer at wholesale price or at no cost to cooperating associations, distributors and others interpretive, educational, and other items directly related to themes of the Monument. All items offered for sale (inventory) are owned by Grand Staircase-Escalante Partners.

c. Ensure that all approvals, restrictions, and guidelines applicable to wholesale items will also be applied to all items available at no cost. All items require approval by the Monument manager or designee.

d. Not sell original artifacts, such as potsherds or projectile points, to which the Antiquities Act of 1906 and the Archeological Resources Protection Act of 1979 would apply if discovered on public lands, notwithstanding whether such objects were in fact discovered on lands owned or controlled by the United States. Replicas of such objects must be clearly identified as such.

e. Ensure that all craft items represented as being Native American made follow the Indian Arts and Crafts Act of 1990 (PL 101-644) criteria.

f. Maintain a high standard of quality in all items produced, distributed, or sold.

g. Offer at wholesale prices to distributors or at no cost only those items which have been approved in writing on the Sales/No-Cost Item Review Form (see Attachment A), by the Monument Manager or their designee.

h. Exercise reasonable care to prevent damage or loss to any BLM property used by Grand Staircase-Escalante Partners staff during its operation and shall, insofar as possible, protect all such property (reference Section VII Property Management and Disposition.)

i. Sell items at fair market wholesale value. Such prices shall be approved in writing on the Sales Item Review Form (see Attachment A), in advance by the Monument Manager or their designee.

j. Display the sale items in good taste and in keeping with the general design of the Monument. If selling at an event, display a sign that identifies the sales as a nonprofit activity of Grand Staircase-Escalante Partners in partnership with BLM.

2. Personnel - Grand Staircase-Escalante Partners agree:

a. To designate, in writing, a Grand Staircase-Escalante Partners Board member or employee who is authorized to act as liaison with BLM.

b. To separate Grand Staircase-Escalante Partners activities from those of the BLM. All steps shall be taken to avoid even an appearance that the BLM directs the management or decision-making process of Grand Staircase-Escalante Partners. BLM employees may not be trustees on the board.

c. That Grand Staircase-Escalante Partners personnel are not Federal government employees and are not authorized to undertake any governmental function or activity on behalf of the BLM beyond routine visitor information services and participation in interpretive programs. Grand Staircase-Escalante Partners employees or Board members shall not engage in activities that would reasonably lead the visiting public to conclude that they are Federal government employees. No Grand Staircase-Escalante Partners employee shall wear a BLM or other Federal government uniform or emblem. All Grand Staircase-Escalante Partners employees shall wear some easily identifiable indication of Grand Staircase-Escalante Partners affiliation when performing business at the BLM facility.

3. Operations, Records, and Accounting - Grand Staircase-Escalante Partners agree to:

- a. Conduct its fiscal operations in accordance with accepted business practices utilizing bank accounts, purchase orders, receipts, invoices, inventory reports, and the equipment necessary to maintain records of financial accounting in accordance with 43 CFR Part 12.
- b. Ensure that distribution of donations and proceeds will be in accordance with established Grand Staircase-Escalante Partners bylaws.
- c. Submit to the BLM AR and AO an annual performance and financial report for this agreement not later than January 15 for each calendar year this agreement is in effect. The performance report will be prepared in accordance with 43 CFR, Part 12, Subpart F, Section 12.951, addressing items such as a comparison of actual accomplishments with established goals (as defined in the Annual Plan), reasons why goals were not met, corrective action, cost overruns and any other pertinent information. This report will include a budget section with details of all BLM financial support provided to the Grand Staircase-Escalante Partners for the report period (Reference Section VIII, Annual Requirements). Also submit to the BLM other reports requested by either the BLM AO or BLM AR, such as requests for information from the BLM Headquarters Office.
- d. Schedule an annual meeting in February to review operations and operating plans, and to undertake planning, revisions, approval and other actions required to carry out this agreement. The results of this annual meeting will be documented by Grand Staircase-Escalante Partners as the Annual Plan. The Annual Plan should include a description and cost estimate of what the BLM and Grand Staircase-Escalante Partners hope to jointly accomplish in the year ahead as well as estimated Grand Staircase-Escalante Partners contributions and BLM support. Grand Staircase-Escalante Partners will submit a draft of the annual plan to the BLM for review within 14 calendar days of the meeting. BLM will review and comment within 14 calendar days. The Annual Plan will be agreed to and signed by the responsible Grand Staircase-Escalante Partners official and the BLM Monument Manager or designee. A copy of the annual plan will be sent to the BLM Assistance Officer.
- e. Upon request by BLM, provide Grand Staircase-Escalante Partners records for review in accordance with 43 CFR, Part 12, Subpart F, Section 12.953

4. Interpretive Activities - Grand Staircase-Escalante Partners agree to:

- a. Ensure that interpretive, educational, and other activities engaged in or conducted by Grand Staircase-Escalante Partners meet BLM standards and are approved by the Monument Manager or designee.
- b. Ensure publications and other materials developed or produced by Grand Staircase-Escalante Partners under this agreement for public information or distribution will be compatible with BLM's mission, objectives and public image and have been approved by the Monument Manager or designee on the Sales/No-Cost Item Review Form (see Attachment A). Where applicable, publications shall include a statement which credits BLM for its financial assistance if so provided.

5. Printing of Interpretive and Educational Materials - Grand Staircase-Escalante Partners may:

Publish pamphlets, brochures, maps, or other interpretive and educational materials. BLM may provide the production-ready art for these items or issue a modification (requiring signature by an authorized official of Grand Staircase-Escalante Partners and the BLM AO) to reimburse Grand Staircase-

Escalante Partners for the preparation of such production-ready art. All production-ready art requires written approval of the BLM Assistance Representative. Grand Staircase-Escalante Partners will not procure these services with the expectation of being reimbursed unless a modification has been awarded by the BLM, in advance of commencement of work, for this project.

6. Distribution of Interpretive & Educational Materials - Grand Staircase-Escalante Partners may:

Distribute wholesale interpretive and educational materials produced by Grand Staircase-Escalante Partners.

7. Acceptance and Distribution of Donations - Grand Staircase-Escalante Partners will:

a. Accept donations from private individuals and corporations willing to promote the BLM's interpretive goals. The donations will be used to fund projects which have been approved by the Monument Manager or designee. Each project will be accounted for separately, in keeping with Grand Staircase-Escalante Partners procedures and identified in accordance with the donor's intent. Any donations received by Grand Staircase-Escalante Partners shall be managed and accounted for in accordance with Grand Staircase-Escalante Partners bylaws and 43 CFR Part 12, Subpart F, Section 12.923.

b. Ensure all donation boxes are clearly labeled with information explaining how the money will be used.

c. Ensure donations are not used to fund any government personnel salaries except in support of temporary employees working on special interpretive, educational, or research projects that are funded by donations.

B. BLM Obligations:

1. Facilities - BLM agrees to:

a. Provide Grand Staircase-Escalante Partners with a desk area at a GSENM office. It will include a computer station with limited access. Individual Grand Staircase-Escalante Partner members will agree to become volunteers or hosted workers to ensure compliance with BLM computer use requirements and will complete required Department of the Interior computer security training.

2. Wholesale Items or Items Available at No Cost - BLM agrees to:

a. Cooperate with Grand Staircase-Escalante Partners in the planning and design of merchandise for wholesale or offered at no cost by Grand Staircase-Escalante Partners at BLM facilities and events. BLM will determine the interpretive and educational themes of the area or event.

b. Review and approve/disapprove proposed or new publications or products for content, design, and appropriateness using the Sales/No Cost Item Review Form (see Attachment A). BLM will respond to approval requests within 30 days of receipt.

c. If there is any special occasion or event occurring which has a wholesale item(s) associated with it, the BLM will consult with Grand Staircase-Escalante Partners about the event and items to be offered for sale. An agreement will be negotiated between Grand Staircase-Escalante Partners

and the group selling the special event item(s) so as not to conflict with the intent and purpose of this agreement.

3. Personnel - BLM agrees to:

a. Represent the interests of BLM and provide cooperative assistance to Grand Staircase-Escalante Partners. BLM employees will at all times comply with the Employee Responsibility and Conduct regulations of the Department of the Interior appearing at 43 CFR Part 20.

b. Give designated Grand Staircase-Escalante Partners personnel an orientation training program before they assume any direct public contact duties.

4. Provide payments to Grand Staircase-Escalante Partners in accordance with the Financial Support and Payments sections of this agreement and applicable OMB and Treasury regulations. Payments to Grand Staircase-Escalante Partners will generally occur only when modifications for specific projects/activities are issued.

C. Both Grand Staircase-Escalante Partners and the BLM agree to:

1. Meet at least annually in February and more frequently if necessary, to review operations and to undertake planning, revisions, approval and other actions required to carry out this agreement. (See Section III. A. 3e.)

2. BLM and Grand Staircase-Escalante Partners further agree that they may cooperate to offer additional educational and interpretive services. This includes assisting, planning, and conducting interpretive, educational, and other programs involving as needed, but not limited to, employment of interpreters, and purchase of supplies and services.

3. BLM authorizes program income for specific projects to be used in accordance with 43 CFR Part 12, Subpart F, Section 12.924(b)(1)(2)(3) with no limits as indicated in (c).

IV. Term of Agreement

This agreement shall become effective on the date of signature of the BLM Assistance Officer and shall remain in effect until December 30, 2008, unless terminated in accordance with the provisions of 43 CFR, Subpart F, Section 12.961.

V. Financial Support.

A. This is a Monument-wide cooperative agreement covering general conditions for all joint Monument and Grand Staircase-Escalante Partners operations. No funding or financial support is being provided under this basic agreement. Financial support for a particular project, in an amount greater than \$2500, will be provided through issuance of modifications to this agreement. Financial support for a specific project cumulatively less than \$2500 may be made through issuance of a check or use of a Federal government charge card. All BLM financial support, whether obligated through a modification or provided through a check or charge to a charge card, will be accounted for in the annual performance report. The Grand Staircase-Escalante Partners hereby releases the BLM from all liability due to failure of Congress to appropriate funds for this agreement.

B. Funds obligated in one Federal fiscal year but not expended in that fiscal year can be carried

forward and expended in the subsequent fiscal year.

C. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart F, Section 12.923.

VI. Payments.

A. As a recipient of Department of the Interior financial assistance, recipients are required to:

1. Obtain a DUNS number. Information can be found at <https://eupdate.dnb.com/requestoptions/government/ccrreg/> or by calling 866-705-5711.
2. Register in the Central Contractor Database (CCR). Information about registering in CCR can be found at www.ccr.gov.
3. Register in the Automated Standard Application for Payments (ASAP) system. ASAP is a recipient-initiated payment and information system, designed to provide a single point of contact for the request and delivery of Federal funds. The attached letter offers further explanation. To register, please complete and fax the enclosed "ASAP Participation Request" form to 303-236-3332.

B. Recipients are required to submit to the BLM Assistance Officer an SF-269A, Financial Status Report (Short Form) on an annual basis for any and all years that the BLM provides funding to the Grand Staircase-Escalante Partners. The report is due not later than March 31 of each year and will cover the preceding calendar year or portion thereof. The SF-269A can be accessed and completed online at http://www.whitehouse.gov/omb/grants/grants_forms.html. A copy of the form is also enclosed.

Non-receipt of an SF-269A will be considered a violation of the terms and conditions of this agreement and may ultimately result in a recipient's organization being declared a high risk recipient with the imposition of additional requirements. Should this occur, the recipient will be notified in writing as to the:

- nature of the additional requirements;
- reason why the additional requirements are being imposed;
- nature of the corrective action needed;
- time allowed for completing the corrective actions; and
- procedure for requesting reconsideration of the additional requirements imposed.

C. The recipient is required to submit to the BLM Assistance Officer an SF-269, Financial Status Report, 90 days after the ending date of the agreement, March 31, 2009.

VII. Property Management and Disposition.

A. Any BLM owned materials (such as production-ready artwork) to be used in any anticipated project will be provided to Grand Staircase-Escalante Partners as needed, dependent upon the availability of such materials. All BLM materials provided will remain BLM property, and, upon termination of this agreement or upon the request of the BLM, will be returned.

B. Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart F, Section 12.931 through 12.937.

C. The United States of America, Department of the Interior, Bureau of Land Management, (DOI-BLM) will not be held liable for any property damage or personal injury resulting from the use of the government-owned personal property loaned to the recipient under this Agreement. The recipient assumes responsibility for any and all property damage and personal injury resulting from the recipient's use of said personal property, and further agrees to the extent authorized by law to save and hold harmless the United States of America (DOI-BLM) from any and all claims for such property damage and personal injury. The recipient further agrees to reimburse the United States of America by and through DOI-BLM for any property damage to any federally-owned personal property, less normal wear and tear which may occur through the use of said personal property under this Agreement.

D. BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C.1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

E. BLM agrees to return all property owned by Grand Staircase-Escalante Partners to Grand Staircase-Escalante Partners at the termination of this agreement.

VIII. Annual Requirements.

A. Performance and Financial Report. Copy due to BLM AR and AO not later than January 15 of each year covering the preceding calendar year. (See Section III. A.4.c.)

B. An annual meeting will be held in February of each year and an Annual Plan developed. (See Section III. A.4.d.)

IX. Prior Approval

A. Merchandise to be sold (wholesale) and prices to be charged for merchandise requires approval of the Monument Manager or designee (reference Section III.B.2.b. and Section III.A.2.b. and g.).

B. All Grand Staircase-Escalante Partners personnel involved in visitor contact shall complete a BLM orientation training program conducted by the Assistance Representative before assuming any responsibilities or performing any services.

C. Proposed publications and materials to be developed will be submitted to BLM for approval prior to production (including production-ready art) (reference Section III.A.5.b. and III.A.6.a).

D. Interpretive activities engaged in or conducted by Grand Staircase-Escalante Partners must meet BLM standards and require approval by the Monument Manager or designee (reference Section III.A.5.).

X. Administration

Any specific administration standards, such as inspection and acceptance will be outlined in modifications.

XI. Key Officials.

For the BLM

A. BLM Assistance Officer (AO)

Judy Ousley
Assistance Officer
BLM - Utah State Office
PO Box 45155
Salt Lake City UT 84145-0155
801-539-4169

B. BLM Assistance Representative (AR)

Carolyn Z. Shelton
Frontcountry Interpretive Supervisor
BLM-GSENM
190 East Center
Kanab, Utah 84741
435-644-4680

C. BLM Project Managers:

For Kanab and Big Water Visitor Centers:

Mary Dewitz
Grand Staircase-Escalante National Monument
190 East Center
Kanab UT 84741
Phone: 435-644-4686

For Escalante and Cannonville Visitor Centers:

Jeanie Linn
Grand Staircase-Escalante National Monument
190 East Center
Kanab UT 84741
Phone: 435-826-5624

For Grand Staircase-Escalante Partners

A. Responsible Official/Project Manager:

John (Jack) Gisler, President
Board of Directors Member
Grand Staircase-Escalante Partners
745 East Hwy 89
Kanab UT 84741
Phone: 435-644-3905; 435-689-0885

XII. Special Terms and Conditions.

A. An evident and distinct separation shall be maintained between the activities of Grand Staircase-Escalante Partners and those of BLM. All steps shall be taken to avoid even an appearance that BLM directs the management or decision-making process of Grand Staircase-Escalante Partners.

B. Grand Staircase-Escalante Partners personnel are not government employees and are not authorized to undertake any governmental function or activity on behalf of BLM beyond routine visitor information services and participation in museums and living history or like programs. Grand Staircase-Escalante Partners employees shall not engage in activities that would reasonably lead the visiting public to conclude that they are government employees. No Grand Staircase-Escalante Partners employee shall wear a BLM or other governmental uniform. All Grand Staircase-Escalante Partners employees shall wear some easily observable and readily identifiable indication of Grand Staircase-Escalante Partners affiliation when performing Grand Staircase-Escalante Partners business in the BLM facility.

C. Indemnification.

Grand Staircase-Escalante Partners shall indemnify, save and hold harmless and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of or activity of Grand Staircase-Escalante Partners in connection with activities under this agreement.

D. Grand Staircase-Escalante Partners Organization.

1. Grand Staircase-Escalante Partners Articles of Incorporation and Bylaws shall comply with requirements of the state in which Grand Staircase-Escalante Partners is incorporated. Nonprofit status must be maintained in accordance with federal and state laws and Grand Staircase-Escalante Partners will make available for inspection at the request of BLM, documents demonstrating nonprofit status. The agreement will automatically terminate if nonprofit status is lost, notwithstanding Section IV of this agreement.

2. BLM employees may participate as advisors (non-voting) to the Board of Trustees of Grand Staircase-Escalante Partners. BLM employees shall not represent Grand Staircase-Escalante Partners in any matter before a Government agency or court in which the Government is a party or has an interest. When acting as a Grand Staircase-Escalante Partners Board Advisor, BLM employees shall not participate in any Grand Staircase-Escalante Partners decision concerning the relationship of Grand Staircase-Escalante Partners to BLM, including, but not limited to, executing or negotiating contracts, signing checks, or hiring or firing Grand Staircase-Escalante Partners employees.

3. The Grand Staircase-Escalante Partners treasurer shall not be a BLM employee.

E. No transfer or assignment of the agreement or any part hereof or interest therein, directly or indirectly, voluntary or involuntary, shall be made unless such transfer or assignment is first approved by BLM and Grand Staircase-Escalante Partners.

F. Order of Precedence

Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) requirements of the applicable OMB Circulars and Treasury regulations; (c) 43 CFR Part 12; (d) special terms and conditions; (e) all Agreement sections, documents, exhibits, and attachments; and (f) all TO sections, documents, exhibits, and attachments.

G. Modifications

This agreement may be modified by written agreement signed by both a Grand Staircase-Escalante Partners official and the BLM AO. Administrative changes (i.e., AO name change) that do not change the project management plan, NTE amount, etc., or otherwise affect the recipient may be signed unilaterally by the BLM AO.

H. Procurement Procedures

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

I. Deposit of Publications

Two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U. S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N. W.
Washington, D. C. 20240

XIII. General Provisions.

A. National Policy Requirements and Administrative Management Standards. All applicable national policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and

Administrative Standards for Federal Aid Programs are incorporated by reference.

B. 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs are incorporated by reference.

C. OMB Circular A-122, Cost Principles for Nonprofit Organizations is incorporated by reference.

D. 43 Code of Federal Regulations (CFR) Part 12, Appendix A to Subpart D, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction and completed Form DI-2010 are incorporated by reference.

E. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate I (Grantees other than individuals) and completed Form DI-2010 are incorporated by reference.

F. 31 U.S.C. 1352, Certification Regarding Lobbying and completed Form DI-2010 are incorporated by reference.

G. OMB Circular A-133 Audits of State, Local Governments, and Non-Profit Organizations and Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, are incorporated by reference.

H. Pursuant to the Department of the Interior and Related Agencies Appropriations Act, be advised of the following:

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

Recipient agrees to follow the procedures in 43 CFR Part 12, Subpart E, Section 12.700 - Buy American Requirements for Assistance Programs.

I. Opposition to Legislation Provision

Recipient shall not use any part of the appropriated funds from the Interior and Related Agencies Appropriations Act, for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

J. Endorsement Provision

Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) that state or imply governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

Recipient must obtain prior Government approval for any public information releases concerning this award that refers to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc., of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a local government, or to a federally-recognized Indian tribal government.

K. Executive Order 13043, ``Increasing Seat Belt Use in the United States," dated April 16, 1997, requires the following:

Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

XIV. List of Attachments

Attachment A - Sales/No-Cost Item Review Form Attachment A

SALES/NO-COST ITEM REVIEW FORM

(also to be used for wholesale/distribution items)

Sales Location: _____ Date: _____

Title/Description: _____ ISBN (if applicable): _____

Author/Maker: _____ Supplier: _____

Suggested Retail Price: _____

Designated reviewers should respond to the following questions. Include additional questions/criteria if desired.

Is the content of the item appropriate as the term "appropriate" is understood by the agency and the association?	yes	no
Is the item consistent with the BLM's mission and interpretive/educational programs?	yes	no
Does the item directly support the site/area's interpretive theme(s)?	yes	no
Are you confident that the item does not promote unsafe or resource-damaging activities?	yes	no
Are you confident that the item does not violate any laws or agency policies?	yes	no
Does the item use accurate, professional, and scholarly knowledge?	yes	no
Does the item fit into the overall balance of interpretive sales items?	yes	no
Are the item's quality of production, packaging, and durability appropriate?	yes	no
Is the item fairly priced?	yes	no
Is the item appropriate for business reasons?	yes	no
Is the item competitive enough with other approved items to warrant shelf space?	yes	no
Will concessioner's preferential rights, if applicable, be respected?	yes	no
If thematic relevance of the item is not apparent, will interpretive information be attached?	yes	no
	yes	no
	yes	no
	yes	no

Agency:

Reviewer(s) _____ Recommended _____ Not Recommended _____ Date _____
Reason(s):

Authorization _____ Approved _____ Not Approved _____ Date _____
Signature required for approval. If not approved, please state reason(s):

Cooperating Association:

Reviewer(s) _____ Recommended _____ Not Recommended _____ Date _____
Reason(s):

Authorization (if other than reviewer) _____ Approved _____ Not Approved _____ Date _____
If not approved, please state reason(s):

Note: Agency approval is required for new sales/no-cost items.